



GENERAL TERMS AND CONDITIONS FOR DELIVERY OF CONCRETE PUMPING SERVICES

1. SCOPE OF APPLICATION

These general terms and conditions (the "Conditions") and the Supplier's price list in effect at any given time (the "Price List") apply to any purchase of concrete pumping services (the "Services"). The Conditions apply to both single (one-off) purchases and call-offs under ongoing (continuous) deliveries.

In the event of conflict between provisions in the Conditions and/or the Price List and provisions in any other written agreement between the parties, the provisions of the other agreement shall prevail. In the event of conflict between the Conditions and the Price List, the provisions of the Price List shall prevail.

These Conditions were originally drafted in Norwegian and subsequently translated into English. In the event of any discrepancy or conflict between the Norwegian original and the English translation, the Norwegian version shall prevail. In the event of any ambiguity in the English translation, the Norwegian text shall be used to resolve such ambiguity.

2. ORDERING AND CANCELLATION

The Customer's order (the "Order") shall contain information about the Delivery Location (possibly stating the project number/plant number) and the Customer's contact person. The Order shall also specify the quantity of concrete ordered (in m³ and with a tolerance of $\pm 10\%$), the desired time for commencement of delivery, the required reach of the pump, the delivery rate, the type of structure to be cast and any special conditions relating to the concrete's properties relevant for the pumping delivery. If there are special HSE conditions at the construction site and along access roads or a need for safety courses, the Customer must state this in the Order. The Customer is responsible for ensuring that the concrete ordered is fit for purpose.

The information provided by the Customer is included in a written order confirmation (the "Order Confirmation") sent by the Supplier to the Customer. If the Customer wishes to invoke discrepancies between the Order and the Order Confirmation, he must immediately notify the Supplier of this in writing.

The Order may be cancelled free of charge by written notice no later than 12:00 (noon) on the last working day before the agreed pumping day. The Customer may cancel the purchase after the expiry of this deadline, in return for the Supplier being reimbursed for its

additional costs resulting from the cancellation and a cancellation fee in accordance with the Price List.

3. PRICE, PAYMENT AND RETENTION

The price for the Services is determined based on the Price List, unless otherwise agreed in writing. The Supplier shall ensure that the Customer has the latest updated version of the Price List.

The Supplier shall furthermore be entitled to remuneration for conducting safety courses or other training necessary to gain access to the Delivery Location.

The Customer shall pay received invoices no later than the due date. The Customer may only withhold payment if the Customer has made a specified and justified claim. The Customer may only withhold as much of the invoice amount as is necessary to cover the specified claim. In the event of delayed payment, the Customer shall pay default interest in accordance with the Norwegian Act relating to Interest on Overdue Payments (Forsinkelsesrenteloven).

4. THE CUSTOMER'S DUTY OF DISCLOSURE AND RESPONSIBILITY

No later than 24 hours before commencement of the Services, the Customer shall, in writing, provide the Supplier with complete and accurate information on all matters necessary for the delivery of the Services. The Customer shall always specify:

- whether there are any special obstacles, risks or circumstances that may impede or complicate the delivery of the Services,
- whether the delivery of the Services requires the use of special equipment, additional work, detours, helpers, etc,
- whether there are overhead lines, cables, barriers, bridges, narrow passages or other obstacles or circumstances that make it difficult to transport, access or setup the pump or deliver the Services,
- the person responsible for coordination, HSE and rules of behaviour at the Delivery Location,
- where at the Delivery Location the pump and/or other machinery shall be set up (the "Setup Area").

The Customer shall be responsible for ensuring that the roads and setup areas he designates are accessible and have sufficient load-bearing capacity, and that they are otherwise suitable for the delivery of the Services. The Customer is also responsible for ensuring that the necessary permits and calculations are in place for loading building components or making interventions in buildings and/or facilities. If

the Customer is uncertain about which circumstances are important for the Supplier to be able to deliver the Services, it is the Customer's duty to request the Supplier's assistance in planning the delivery of the Services.

If the delivery of the Services requires the use of a helper, assistance in laying pipes or a signaller, the Customer shall ensure that such personnel are available and that they possess the necessary competence for the work they are to perform. The Supplier's personnel may not be used for work that the Customer is responsible for performing.

If the Supplier, following a professional assessment, finds that the delivery of the Services must be carried out using a larger pump or a different type of pump than the one ordered or determined based on the Customer's information, the Customer shall accept this and reimburse the Supplier for all additional costs, including costs for waiting time for the ordered pump. The Supplier is obliged to complete the delivery of the Services if a suitable pump can be obtained within a reasonable time.

The Customer is responsible for handling any excess concrete and shall designate a location for its placement that complies with applicable regulations. The Customer is also responsible for providing a compliant washing area for the concrete pump.

5. THE SUPPLIER'S RESPONSIBILITY

The Supplier shall pump ready-mixed concrete from the Setup Area to the place on the construction site designated by the Customer and shall in this connection have the technical responsibility for the pumping.

Upon request, the Supplier shall provide the Customer with the necessary information about the vehicle's axle load, support legs load, total weight and working radius.

In performing the Services, the Supplier is responsible for ensuring that:

- the Services are provided in a professional manner
- the pump and associated equipment are in good condition and comply with applicable safety requirements, including requirements in FABEKO's (The Norwegian Ready Mixed Concrete Association) Control Scheme
- the pump is handled by competent personnel
- valid certificates and other necessary permits are in place.

Communication between the Customer and the Supplier regarding concrete casting shall not be regarded as advice or recommendations from the Supplier.

6. DELAY – DAMAGES AND TERMINATION

Either party may claim damages for foreseeable direct loss if a delay is material. The agreement may only be terminated in the event of repeated, material delays.

However, a delay on the part of one party does not provide grounds for damages or termination when such party, or such party's contract assistant/supplier, demonstrates that the delay is due to an impediment beyond his control, which he could not reasonably be expected to have taken into account at the time of conclusion of the agreement, or to avoid or overcome the consequences of, such as work stoppages, traffic disruptions, failure in fuel or material supply,

power outage, unforeseen failure of equipment, machinery, etc. If a delay is caused by the Customer's failure to fulfil his duty of disclosure pursuant to clause 4, it shall always be considered material. The same applies to repeated late payment. If the delay is caused by gross negligence or wilful misconduct on the part of the delayed party, the other party may terminate the contract and claim damages notwithstanding the provisions on delay above.

7. DEFECTS IN THE SERVICES ETC.

- DAMAGES AND TERMINATION OF THE AGREEMENT

The Customer may claim damages for foreseeable direct loss if a defect is material. The Customer may only terminate the agreement in the event of repeated instances of material defects.

Claims for damages in accordance with the preceding paragraph shall be excluded if the Supplier, or the Supplier's contract assistant/supplier, demonstrates that the loss, damage or additional cost is due to an impediment beyond his control, which he could not reasonably be expected to have taken into account at the time of conclusion of the agreement, or to avoid or overcome the consequences of, such as work stoppage, traffic disruptions, failure in fuel or material supply, power outage, unforeseen failure of equipment, machinery, etc.

8. THE SUPPLIER'S CLAIMS AGAINST THE CUSTOMER FOR BREACH OF THE DUTY TO CO-OPERATE, WAITING TIME ETC.

The Supplier may claim damages for losses resulting from the Customer's failure to fulfil its obligations, including the obligations under clause 4. The Customer is also liable for any damage to the pump or equipment caused by the Customer. In addition, the Customer is liable to pay damages for other losses caused by other circumstances for which the Customer bears the risk, including resulting from inadequate security measures, locking, guarding or similar.

The Supplier may claim compensation for waiting time and associated consequences in accordance with the Price List.

9. LIMITATION OF LIABILITY

The Supplier's total liability for damages is limited to the contract sum for the delayed or defective delivery, unless the Supplier is insured for a higher amount and the insurance company's payment exceeds the contract sum. The Supplier's liability for damages is in any event limited to NOK 10 000 000. If the delivery of the Services relates to several agreements between the same parties concerning the same construction project, the above limitation amount shall apply to the construction project.

10. INSURANCE

The Supplier is obliged to provide, at his own expense, such insurance as is required by law or public regulation. If the Customer wishes the Supplier to take out special insurance, this must be agreed separately. The costs associated with such special insurance shall be paid by the Customer.

11. DISPUTES

Any dispute between the parties concerning the contractual relationship shall be settled by ordinary court proceedings unless the parties agree to have the dispute settled by arbitration.

The parties agree on the venue of the Delivery Location as the venue for all disputes arising from the agreement. All disputes shall be settled in accordance with Norwegian law.